

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

CITY OF ROUND ROCK *

10813

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and adopted by the City Council of the City of Round Rock, Texas, at a meeting held on the 9th day of December, 19 93, which is recorded in the minutes of the City of Round Rock in book 31.

WITNESSED by my hand and seal of the City of Round Rock, Texas on this 4th day of March, 19 94.

Joanne Land
JOANNE LAND
Assistant City Manager/
City Secretary

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

ORDINANCE NO. Z-93-12-09-9F

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES, 1990 EDITION, CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE DESIGNATION OF 17.54 ACRES OF LAND, LOTS 5, 6, 7 AND 8, HERITAGE CENTER SUBDIVISION, ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT C-1 (GENERAL COMMERCIAL) TO DISTRICT PUD (PLANNED UNIT DEVELOPMENT) NO. 10.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to change the zoning classification of the property described in Exhibit "A" from District C-1 (General Commercial) to District P.U.D. (Planned Unit Development) No. 9;

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 2nd day of December, 1993, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the above described property be changed from District C-1 (General Commercial) to District P.U.D. (Planned Unit Development) No. 10 and,

WHEREAS, on the 9th day of December, 1993, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council has determined that substantial changes in conditions have occurred which justify the zoning classification change provided for herein, and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, 1990 Edition and Section 11.305(2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas concerning public notices, hearings, and other

procedural matters has been fully complied with,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development
(PUD) District No. 10 meets the following goals and objectives:

- (1) PUD No. 10 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (2) PUD No. 10 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (3) PUD No. 10 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (4) PUD No. 10 will be developed and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305 (2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" attached hereto and incorporated herein shall be, and is hereby changed from District C-1 (General Commercial) and shall be hereafter designated as Planned Unit Development (PUD) No.10, and that the Mayor

is hereby authorized and directed to enter into the Planned Unit Development (PUD) agreement attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

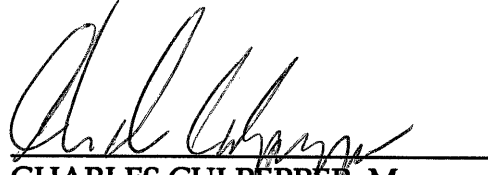
Alternative 1.

READ, PASSED, and ADOPTED on first reading this 9th day of December 1993.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 1993.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 1993.


CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

EXHIBIT "A"

Legal Description of 17.54 Acres of Land

Lots 5, 6, 7 and 8, Heritage Center

**HERITAGE CENTER
DEVELOPMENT PLAN**

PUD Number 10

Exhibit " B "
to City of Round Rock

Ordinance No. 2-93-12-09-9F

This exhibit contains 13 **pages**

PUD No. 10

This agreement ("Agreement") is made the 9th day of December, 1993, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas, (hereafter called the "City") and HF2M, Inc., A Texas Corporation, its successors and assigns, whose address for purposes hereof is 910 Heritage Center Circle, Round Rock, Texas 78664 (hereafter called the "Owner"). For purposes of this Agreement, the term "Owner" shall mean HF2M, Inc., its successors and assigns; provided, however, upon the sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of HF2M, Inc. as to such property shall be assigned to the new owner, and HF2M, Inc. shall have no further liability relating to such property.

WHEREAS the Owner has requested a planned unit development from the City for the development of 17.54 acres of land for a 336 unit multi-family residential development on a tract of land located within the corporate limits of the City and more particularly described in Exhibit "A" attached hereto and made part hereof (hereinafter called "the Land"); and,

WHEREAS the Owner, in accordance with Chapter 11, Section 11.316 (8), Code of Ordinances, City of Round Rock, Texas, has submitted the development plan set forth in this Agreement ("Development Plan") to the City containing terms and conditions for the use and development of the Land; and,

WHEREAS the Development Plan complies with the provisions of the Round Rock General Plan 1990 as amended; and

WHEREAS the City has held two public hearings required by law on December 2, 1993, and December 9, 1993, to solicit input from all interested citizens and affected parties; and,

WHEREAS the Planning and Zoning Commission has recommended approval of the PUD zoning on December 2, 1993; and

WHEREAS the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City; and

WHEREAS the Development Agreement is, by this reference, incorporated herein for all purposes;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH in consideration of the premises and the conditions and covenants hereinafter set forth, the City and the Owner covenant and agree as follows:

1. LIENHOLDER CONSENT

The lienholder of record has consented to this agreement and any dedications agreed to herein. The lienholder consent is attached hereto as EXHIBIT "B".

2. DEVELOPMENT AND LAND USE

The lands shall be developed for multi-family uses as generally shown on the plan attached hereto as Exhibit "C".

The development of this area shall consist of a maximum of 336 residential dwelling units together with parking, a rental office, recreational amenities, and other accessory uses.

The development may be constructed in phases.

3. RESIDENTIAL DENSITY

Residential densities for all phases of residential development shall not exceed density of 20 units per acre calculated for the entire site.

4. SITE PLAN AND BUILDING MASSING APPROVALS

4.1 This Agreement specifically provides for the following site plan provisions:

- 4.1.1 The minimum setback requirement for all residential dwelling units from Palm Valley Boulevard shall be 35 feet.
- 4.1.2 Driveway access to the lands from Palm Valley Boulevard shall be limited to one access points as generally shown on Exhibit "C". This access shall be designed to prohibit left turns onto Palm Valley Boulevard until such time as a traffic signal is installed at the intersection of Palm Valley Boulevard and Heritage Center Circle.
- 4.1.3 Dumpster locations and screening shall be shown on site plans submitted to the Development Review Board.
- 4.1.4 Details of the postal delivery facilities shall be shown on site plans submitted to the Development Review Board.

5. FENCING

- 5.1 The Land shall be screened from Palm Valley Boulevard by providing a landscaped berm and/or a masonry and weather resistant metal or wood wall system a minimum of 5 feet in height. (Masonry excludes common cinder block and metal excludes chain link fencing). Any wood components must form part of a professionally designed fence which has been approved by the Director of Planning.
- 5.2 Plans for screening shall be provided to the Development Review Board for approval as part of the Site Plan.
- 5.3 All fence post shall be anchored in concrete and shall be constructed of masonry or weather resistant metal. Footings shall be a minimum of 12 inches in diameter and twenty-four inches in depth.

6. PARKLAND DEDICATION AND AMENITY AREAS

- 6.1 The parkland dedication requirements for the development for the Land shall be met in full by providing an amenity area which includes a swimming pool and club house as generally shown on Exhibit "C" for use of residents of the Land.
- 6.2 The Owner may construct water front amenities along Brushy Creek including a dock as generally shown on Exhibit "C" subject to the approval of the Flood Plain Administrator and the Director of Parks and Recreation.

7. UNDERGROUND ELECTRIC AND UTILITY LINES

Except where approved in writing by the Director of Planning and the Director of Public Works, all electrical, telephone and cablevision distribution and service lines, other than currently existing overhead lines three-phase or larger located around the perimeter boundaries of the land, shall be installed underground.

8. FILTRATION AND DETENTION

8.1 The Land is situated over the Edwards Aquifer Recharge Zone. The Owners will provide the storm water filtration required either on site or immediately adjacent on the parcel shown on Exhibit "D".

8.2 Detention shall be provided by the contribution of \$1,600 per acre to the Regional Detention Fund.

9. OFF STREET PARKING REQUIREMENTS

Alternative Parking Standards are hereby approved as follows:

9.1 Parking stalls shall measure a minimum of 9 feet by 18.5 feet. No provision for small car spaces shall be available to the development.

9.2 The number of parking spaces provided on site shall be as follows:

9.2.1 One bedroom units 1.5 spaces

9.2.2 Two bedroom units 2.0 spaces

9.2.3 An additional number of spaces shall be provided for guest parking in an amount equals to 5% of required unit parking.

9.2.4 Units containing three or more bedrooms shall provide 3 parking spaces.

10. EXTERIOR FINISH

Exterior finish of all buildings shall be 90% stucco, masonry or a combination thereof. Roofing materials shall consist of roofing tile or an equivalent material approved by the Director of Planning.

11. HEIGHT

Residential structures shall consist of 2 and 3 story buildings.

12. DEED RESTRICTIONS

Deed Restrictions shall be provided with the final plat for each phase of development. These Restrictions shall specifically provide for the following:

12.1 Vehicle Parking. The Owner shall restrict, limit, or prohibit the use of any driveway or parking area which may be visible from Palm Valley Boulevard, as parking place for commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, or boats.

12.2 General Signage Standards. All signs visible from Palm Valley Boulevard shall be constructed for low maintenance and shall be approved in advance by the Director of Planning. In the event a sign is not properly maintained, the City may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification or the City shall have the right, but not the obligation, to have repairs made and charged to the sign owner. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; dayglo colors; signs that make or create noise; animated or moving signs; exposed neon illumination; painted wall signs; pennants; trailer signs; signs with beacons, and any sign that obstructs the view in any direction of an intersection.

13. APPLICABILITY OF CITY ORDINANCES

13.1 Zoning and Subdivision. The Land shall be regulated for the purposes of zoning and subdivision by this Agreement. All aspects not specifically covered by this Agreement or modified by the intent of this Agreement shall conform to the provisions of the City Zoning and Subdivision Ordinances.

13.2 All Other Ordinances. All other City Ordinances shall apply to the land except where clearly modified by this Agreement.

14. COMPATIBILITY

This Development Plan indicates the desired relationship of land uses, interior circulation, and access between the existing adjacent development and the contemplated development of the Land.

15. CHANGES TO DEVELOPMENT PLAN

After the Development Plan has been accepted and approved by the City Council, any substantial alterations in excess of those allowed by this Agreement shall be resubmitted for consideration to the City Council following the same procedure required in the original adoption of the Development Plan. Any minor alterations to the Development Plan which do not substantially change the concept or intent of the Planned Unit Development may be approved administratively, in writing, by the Director of Planning. The Director of Planning shall, at his sole discretion, determine what constitutes a substantial change.

16. DEFINITIONS

Definitions shall be standard definition as defined by *Black's Legal Dictionary* except where applicable as specifically defined in the Development Agreement.

17. EXHIBITS

Exhibits "A" through "D" attached are part of this Agreement.

18. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, the Development Agreement, and the Land Use Agreement, as the same may be amended from time to time, embody and constitute the entire understanding among the parties with respect to the transactions contemplated herein. Neither the Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the City or its designated representative, as set forth

herein, and the then Owner of the portion of land affected by such waiver, modification, amendment, discharge or termination.

19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20. CAPTIONS

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

21. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and shall not invalidate this Agreement. In such an event, such illegal, invalid, or unenforceable provision shall be replaced with a provision which as nearly as possible fulfills the intent of the severed provision, but is not illegal, invalid, or unenforceable, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement.

22. GENDER OF WORDS

Words of any gender shall include the other gender where appropriate.

23. BINDING EFFECT

This Agreement will endure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of the parties hereto.

24. STATUS OF PARTIES' RELATIONSHIP

Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with respect to any other party.

25. COUNTERPART EXECUTION

This Agreement may be executed in multiple original counterparts, each of which shall be deemed as an original by all of which together shall constitute but one and the same instrument.

26. AUTHORITY

Each person executing this Agreement warrants and represents that he has the power and authority to enter into this Agreement in the name, title, and capacity herein stated and on behalf of the entity represented or purported to be represented by such person.

ATTEST:

Joanne Land

CITY

CITY OF ROUND ROCK, TEXAS

BY:

Charles Culpepper
Charles Culpepper,
Mayor

DATE:

December 9, 1993

HF2M, Inc.
A Texas Company

BY:

Jeffrey Drinkard
Jeffrey Drinkard
President

DATE:

December 7, 1993

Pacific Southwest Bank, F.S.B.

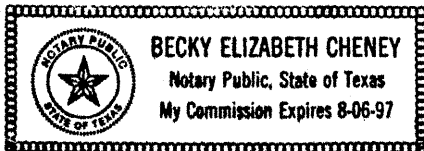
BY: [Signature]
authorized agent

DATE: 12/7/93

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 7th day of December, 1993 by Jeffrey Drinkard, Authorized Agent, Pacific Southwest F.S.B., on behalf of said corporation.



Becky Elizabeth Cheney
Notary Public, State of Texas

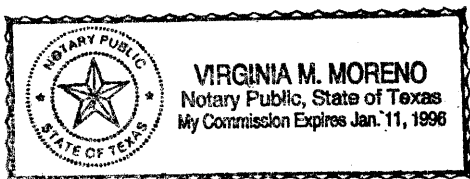
Commission Expires: 8/6/97

Name Printed: Becky Elizabeth Cheney

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 9th day of December, 1993 by Charles Culpepper, Mayor of the City of Round Rock, Texas.



Virginia M. Moreno
Notary Public, State of Texas

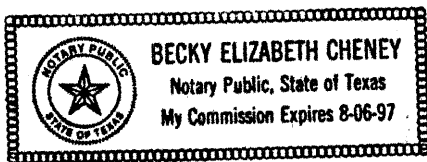
Commission Expires: _____

Name Printed: _____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 7th day of December, 1993 by Jeffrey Drinkard, President, HF2M, Inc., A Texas Company, on behalf of said corporation.



Becky Elizabeth Cheney
Notary Public, State of Texas

Commission Expires: 8/6/97

Name Printed: Becky Elizabeth Cheney

EXHIBIT "A"

Legal Description of 17.54 Acres of Land

Lots 5, 6, 7 and 8, Heritage Center

Exhibit B

Lienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

MOSELEY
W. H. Mosley Company

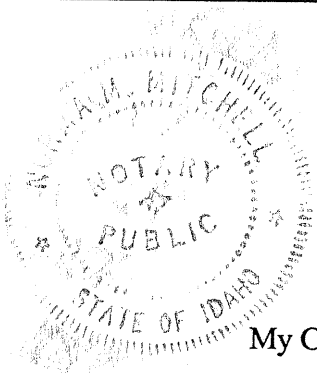
being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. _____ Page _____ of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

Witness my hand this 27th JANUARY day of ~~December~~, 1994 A.D.

W. H. Mosley, Pres.

State of IDAHO
County of ADA

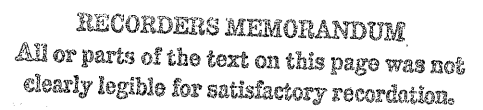
This instrument was acknowledged before me on the 27th day of January, 1994, by
W. H. MOSELEY

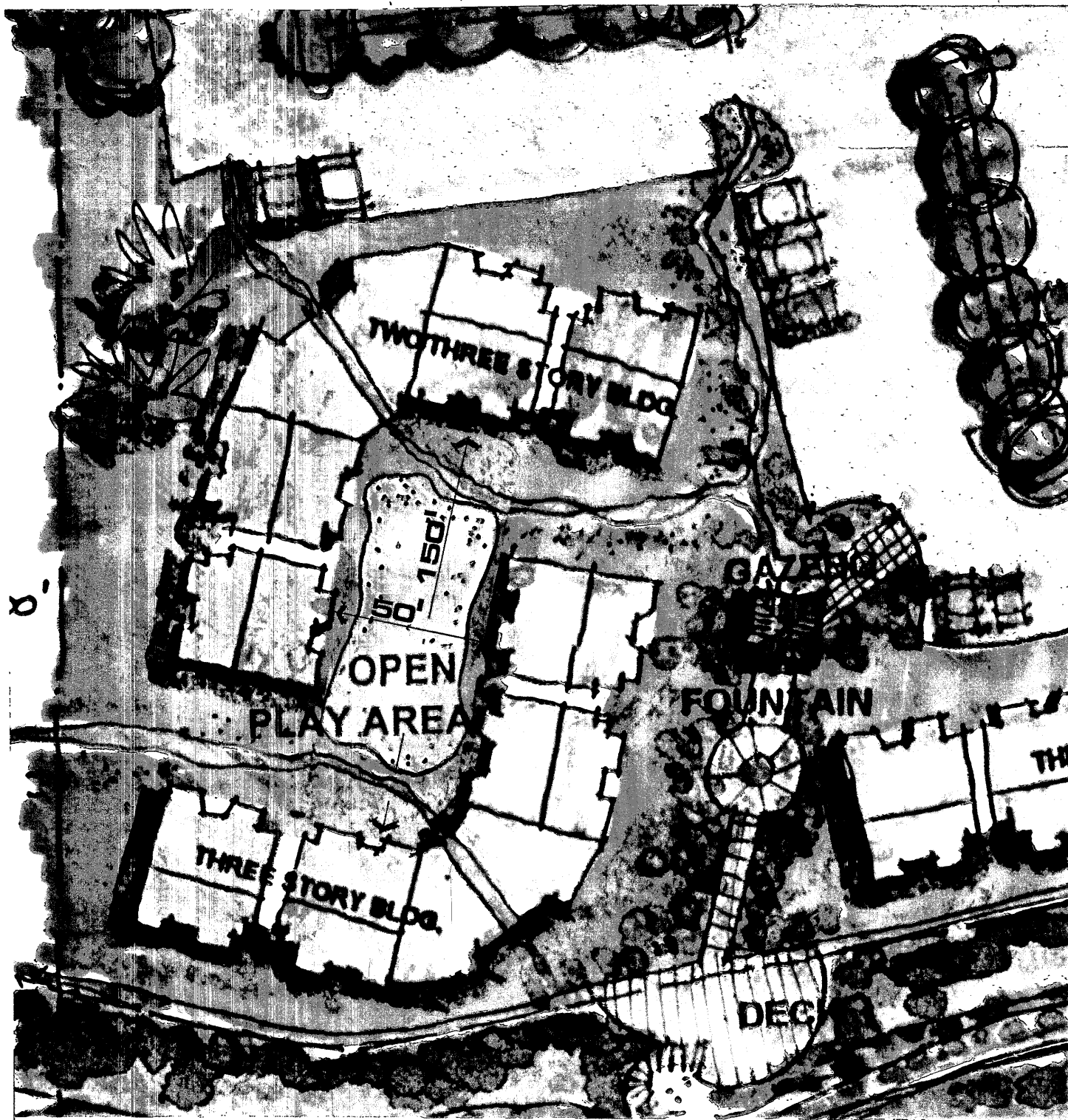


Norma M. Mitchell
Notary Public, State of IDAHO

Printed Name: NORMA M. MITCHELL

My Commission Expires: 5/1/99
RESIDING IN BOISE.





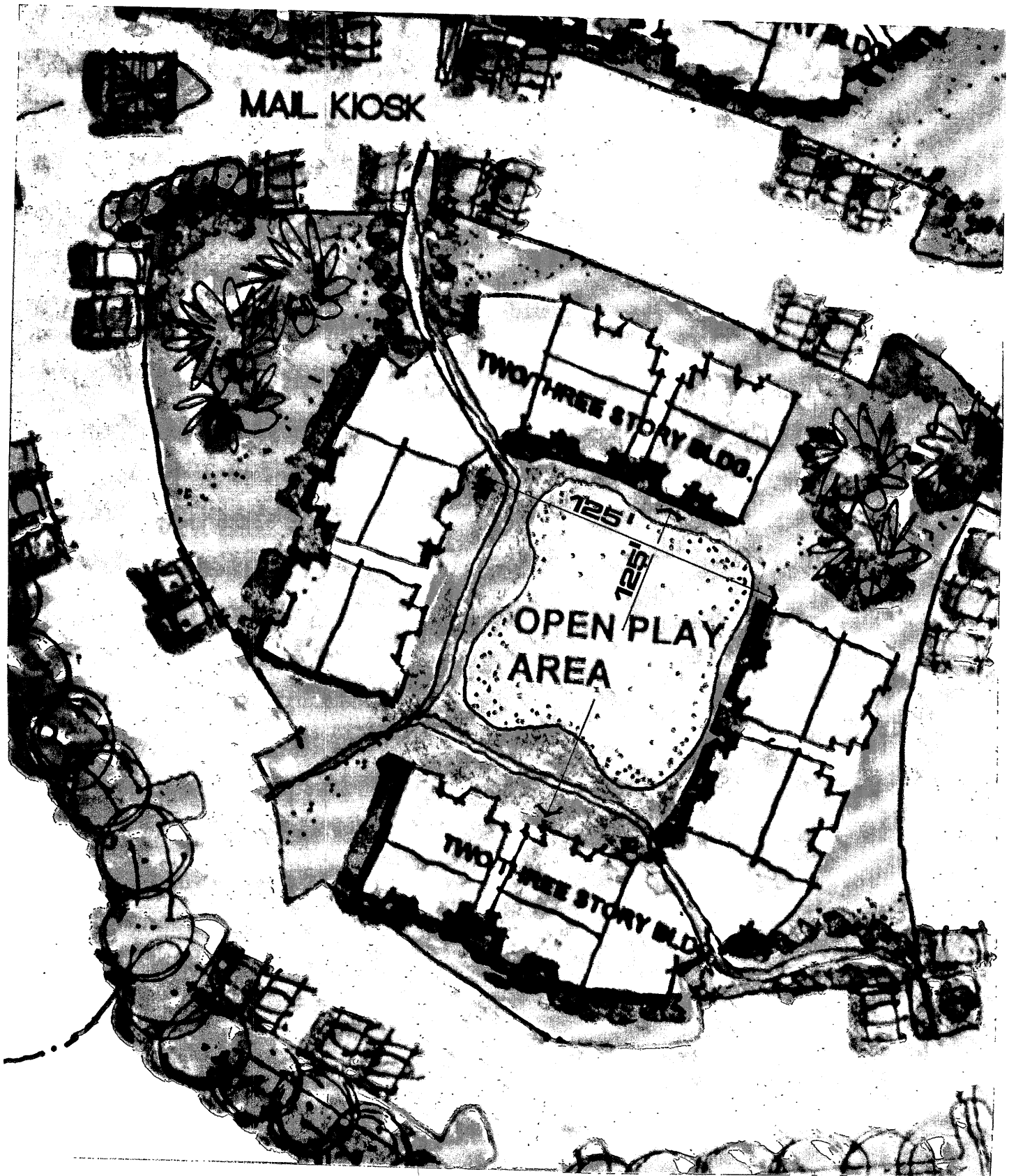
HERITAGE CENTER

HF2M, Inc. Round Rock, Texas

BLDG. CLUSTER OPEN AREA

RECORDERS MEMORANDUM

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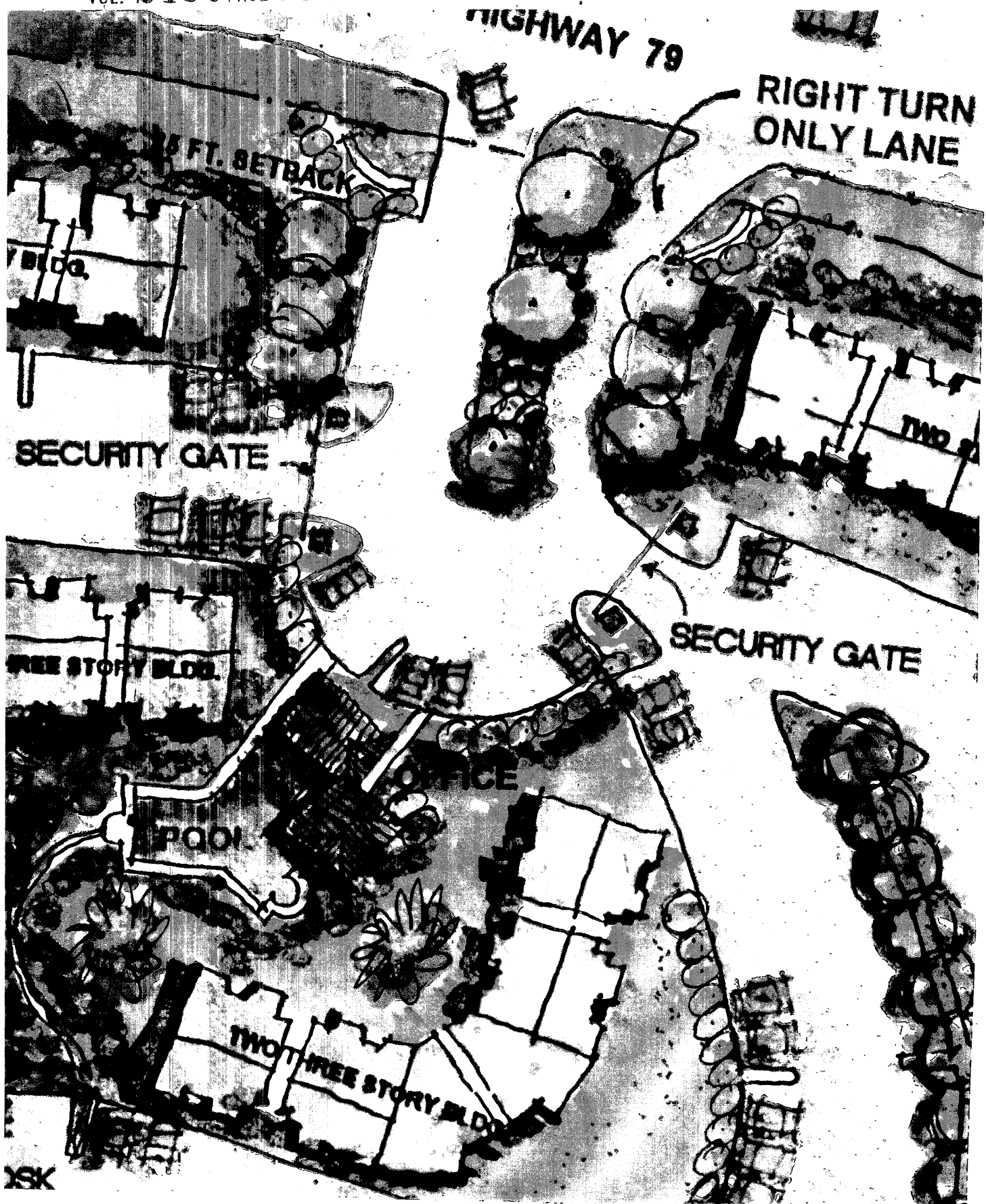


HERITAGE CENTER
HF2M, Inc. Round Rock, Texas

BLDG. CLUSTER OPEN AREA
volleyball, basketball, etc.

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.



HERITAGE CENTER
HF2M, Inc. Round Rock, Texas

RECORDERS MEMORANDUM
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HERITAGE CENTER

VOL. 2480 PAGE 0581

DELTA	RADIUS	ARC	CHORD	CHORD BEARING
56° 20' 00"	60.00	58.99	56.64	S 42° 38' 32" E
54° 18' 00"	60.00	56.86	54.76	N 82° 02' 28" E
33° 05' 29"	60.00	34.65	34.17	N 38° 20' 43" E
76° 17' 42"	60.00	79.90	74.12	N 16° 20' 52" W
28° 28' 00"	300.00	149.05	147.52	S 27° 30' 30" E
28° 28' 00"	200.00	99.37	98.35	N 27° 30' 30" W
27° 15' 58"	30.00	14.28	14.14	S 28° 06' 31" E
27° 15' 58"	30.00	14.28	14.14	N 55° 22' 29" W
234° 31' 56"	60.00	245.59		
14° 30' 45"	60.00	15.20	15.16	N 61° 45' 05" W

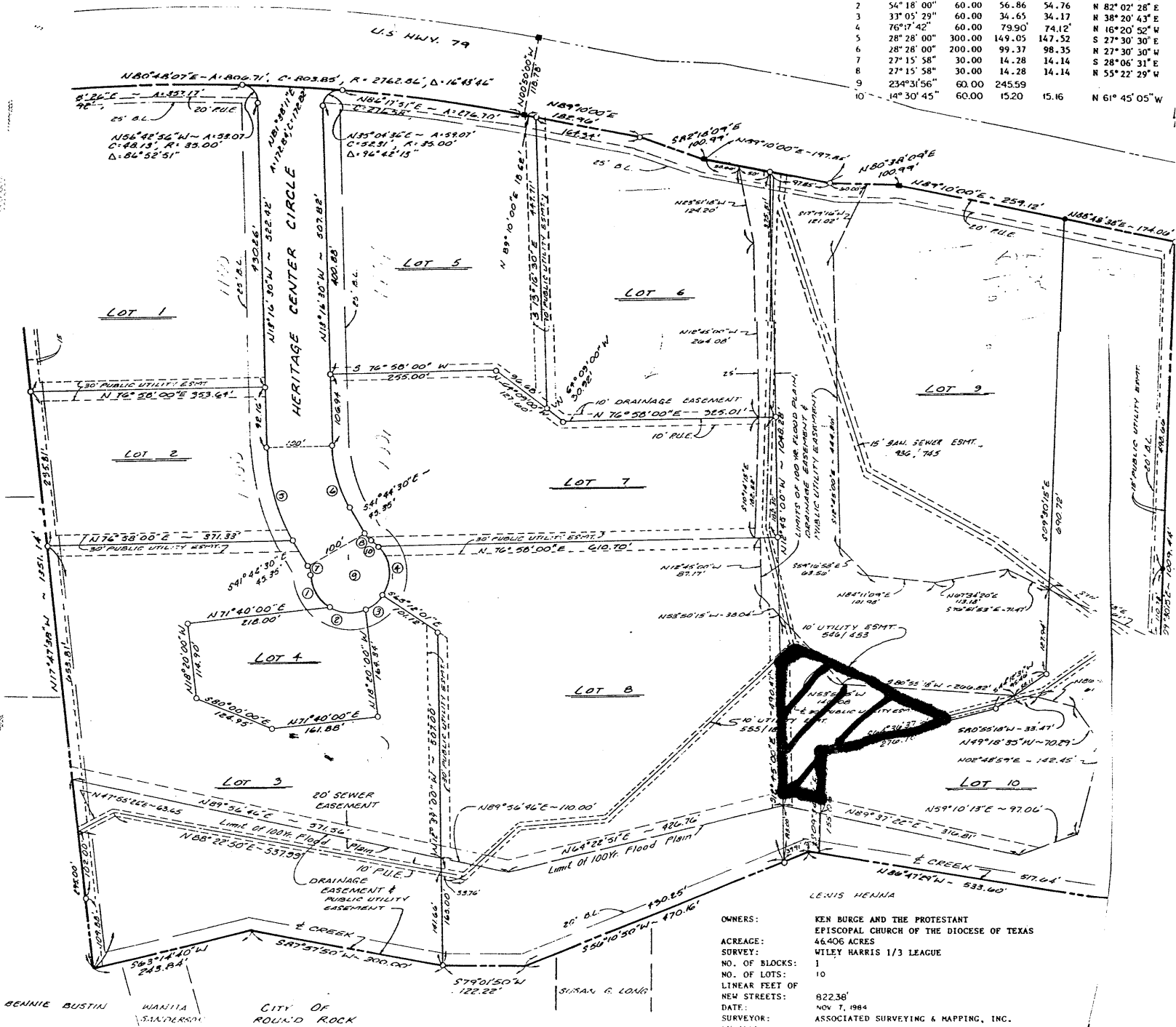


Exhibit "D"

RECORDERS MEMORANDUM

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FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1994 MAR -4 PM 3:01

Clairie Byrdell
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on



MAR 4 1994

Clairie Byrdell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS